disturbing ducks coming toward an ancient decoy. *Carrington* v. *Taylor*, 11 East 571. And an exercise of the right to fish in navigable waters, that would exclude all others from fishing therein, will be enjoined. *Morris* v. *Graham*, 16 Wash. 343. Then, although the right to hunt on public lands may be exercised solely as a recreation, it should, nevertheless, be adequately protected against what may be termed unlawful competition.

INNKEEPERS — DUTY TO GUESTS — LIABILITY OF INNKEEPERS FOR INSULT TO GUEST. — The plaintiff was a guest at the defendant's hotel. At night one of the employees of the hotel, by order of the defendant, forcibly entered the plaintiff's room, used insulting language, and threatened to turn her out as a disreputable woman. *Held*, that the defendant is liable. *De Wolf* v. *Ford*, 40 N. Y. L. J. 811 (N. Y., Ct. App., Nov. 7, 1908).

This decision reverses the decision of the lower court criticized in 21 HARV. L. REV. 58.

INSURANCE — DEFENSES OF INSURER — EXECUTION OF INSURED FOR CRIME. — A insured his life with the defendant company under a policy which contained no provision against death at the hands of justice. The policy was executed at the office of the company in Wisconsin and by its terms was made payable there. A special act of the Wisconsin legislature incorporating the company empowered it "to make all and every insurance appertaining to or connected with any life risks." The insured committed a murder and was convicted and executed therefor. *Held*, that there may be a recovery on the policy. *McCue* v *Northwestern Mut. Life Ins. Co.*, 14 Va. L. Reg. 584 (C. C. A., Fourth Circ.).

The federal court here goes squarely against a prior decision in the United States Supreme Court. *Burt* v. *Ins. Co.*, 187 U. S. 362. But it justifies itself on the ground that the policy is a Wisconsin contract and therefore its validity should be determined by the public policy of that state. It finds that insurances like that in the principal case are not against the public policy of Wisconsin because the statute allows insurance on "any life risks," and because the Supreme Court of Wisconsin has allowed recovery on silent policies where the insured has committed suicide. *Patterson* v. *Mutual Life. Ins. Co.*, 100 Wis. 118. It is interesting to note that the court considers the question of public policy involved in execution cases as identical with that raised by suicide cases. For a discussion of cases similar to the one under consideration, see 21 HARV. L. REV. 530.

INTERPLEADER — SCOPE OF THE REMEDY — INABILITY OF COURT TO ENJOIN. — By proceedings in a state court C attached a judgment recovered by B against A in a federal court. A filed a bill of interpleader in the state court. *Held*, that the bill will not lie, since a state court cannot interfere with the power of a federal court to enforce its judgment. *Smith* v. *Reed*, 70 Atl. 961 (N. J., Ct. Ch.). See NOTES, p. 294.

JOINT WRONGDOERS — LIBEL — CONTRACT TO INDEMNIFY PRINTERS AGAINST CLAIMS FOR LIBEL. — The plaintiffs agreed to publish the defendant's paper for him upon his promise to indemnify them "against any claims whatever in respect of any libel appearing." The plaintiffs were later sued for a libel which had appeared with their full knowledge, and had to pay damages. They then sued the defendant on the contract of indemnity. *Held*, that they cannot recover. *Smith & Son* v. *Clinton*, 25 T. L. R. 34 (Eng. K. B. D., Oct. 28, 1908).

The law allows no contribution between intentional and conscious wrongdoers. *Merryweather* v. *Nixan*, 8 T. R. 186. And contracts to indemnify such wrongdoers are void. *Arnold* v. *Clifford*, 2 Sumn. (U. S.) 238. The present case, therefore, is supported by the authorities. *Atkins* v. *Johnson*, 43 Vt. 78. It has never been decided, however, whether an express contract of indemnity would be a nullity where both parties are equally anxious to avoid the publica-